



# Terms and Conditions of Website Use

## 1. Introduction

By browsing and using this website, you agree to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern **One Funding Limited's** relationship with you in relation to this website.

The terms “**One Funding Limited**”, “**we**”, “**us**” or “**our**” refer to the owner of this website, **One Funding Limited (trading as One.)**, an independent asset finance brokerage and not a lender. We work with a panel of lenders whose details will be supplied upon request in order to find a potentially suitable finance arrangement for your consideration.

One Funding Limited is an **Appointed Representative of Circle Leasing Ltd**, which is authorised and regulated by the **Financial Conduct Authority (FCA)**. One Funding Limited's **Financial Services Register number (FRN) is 1012844**. Circle Leasing Ltd's FCA firm reference number is **720134**. Circle Leasing Ltd is an authorised credit broker and not a lender.

One Funding Limited is incorporated in England and Wales under company number **15293635**, with its registered office at **One.funding, The Barracks, 400 Bolton Rd, Bury, BL8 2DA**.

The term “**you**” refers to the user or viewer of our website.

## 2. Content

- i. The content of the pages of this website is for your general information and use only and is subject to change without notice.
- ii. Commentary and other materials posted on our website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our website, or by anyone who may be informed of any of its contents.
- iii. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

### 3. Intellectual Property and Copyright

- i. We are the owner or the licensee of all intellectual property rights in our website, save where expressly stated otherwise, and in the material published on it. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- ii. This website and its content are copyright © One Funding Limited. All rights reserved.
- iii. Any redistribution or reproduction of part or all of the contents of this website in any form is prohibited other than the following:
  - a. You may print or download extracts to a local hard disk for your personal and non-commercial use only;
  - b. You may copy the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material.
  - iv. You may not, except with our express written permission, distribute or commercially exploit the content, nor suggest that it may be used for commercial purposes.
  - v. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
  - vi. If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
  - vii. You may not create a link to this website from another website or document without our prior written consent.

### 4. Third-Party Websites

- i. From time to time this website may include links to other websites. These links are provided for your convenience and information only. They do not signify that we endorse the website(s).
- ii. We have no control over the contents of those websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

### 5. Access to Our Website

- i. Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our website without notice. We will

not be liable if for any reason our website is unavailable at any time or for any period.

- ii. Access to certain areas of our website may be restricted from time to time. We reserve the right to restrict access to any areas of our website, or indeed our whole website, at our discretion.
- iii. Where we provide you with a user ID and password or other security information, you are responsible for keeping such information confidential.
- iv. We reserve the right to disable any user identification code or password at any time, without notice, encourages or explanation.
- v. You are responsible for making all arrangements necessary for you to have access to our website and for ensuring that all persons who access our website through your internet connection are aware of these terms and comply with them.

## 6. Acceptable Use

- i. You must not use our website in any way that causes, or may cause, damage to the website or impairment of its availability or accessibility, or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- ii. You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) spyware, computer viruses, Trojan horses, worms, keystroke loggers, logic bombs, rootkits or other malicious or technologically harmful software. Any such breach may constitute a criminal offence under the Computer Misuse Act 1990, and we will report it to the relevant law enforcement authorities.
- iii. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer

## 7. Information About You and Your Visits to Our Website

- i. We process information about you in accordance with our Privacy Policy. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.
- ii. One Funding Limited is registered with the Information Commissioner's Office (ICO) under registration number **ZB682598**.

## 8. Transactions Concluded Through Our Website

- i. Contracts for the supply of finance products or services arranged through our website, or as a result of visits made by you, are governed by our terms and conditions of supply and the terms of the relevant finance provider.

## 9. Limitations of Liability

- i. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose.
- ii. To the fullest extent permitted by law, we expressly exclude all liability for any loss or damage arising out of or in connection with the use of this website, including indirect or consequential loss, loss of data, loss of business, loss of profits or loss of goodwill.
- iii. Nothing in these terms shall limit or exclude our liability for death or personal injury arising from negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be excluded by law.

## 10. Force Majeure

- i. We shall not be liable for any failure or delay in performance of our obligations where such failure or delay results from events beyond our reasonable control, including but not limited to acts of God, industrial disputes, failure of utilities, cyber incidents, war, terrorism, civil unrest, epidemics or natural disasters.

## 11. Breaches of These Terms

- i. If you breach these terms, we may take such action as we deem appropriate, including suspending or terminating your access to the website, blocking your IP address, or commencing legal proceedings.

## 12. Variation

- i. We may revise these terms and conditions at any time. Revised terms will apply from the date they are published on our website.

## 13. Severability

- i. If any provision of these terms is found to be unlawful or unenforceable, the remaining provisions shall continue in full force and effect.

## 14. Third Party Rights

- i. These terms are for the benefit of you and us only and are not intended to be enforceable by any third party.

## 15. Complaints

- i. One Funding Limited aims to provide the highest standards of service. If our service considered fails to meet your expectations, please contact us so that we may attempt to resolve the matter promptly and fairly.
- ii. If your complaint cannot be resolved to your satisfaction, you may be entitled to refer the matter to the Financial Ombudsman Service, subject to eligibility.

## 16. Governing Law and Jurisdiction

- i. These terms and conditions and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales.
- ii. The courts of England and Wales shall have exclusive jurisdiction over any such dispute.

## 17. Our Details

One Funding Limited (trading as One.) is an independent asset finance brokerage and not a lender.

One Funding Limited (FRN: **1012844**) is an Appointed Representative of **Circle Leasing Ltd**, which is authorised and regulated by the Financial Conduct Authority (FRN: **720134**).

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